# BRUHAT BANGALORE MAHANAGARA PALIKE

# SOUTH ZONE

# "E-PROCUREMENT SHORT TERM RETENDER NOTIFICATION

## No: JC(S)WO/NULM/PR/243/2024-25 .Dated: 07/03/2025

# FOR NIGHT SHELTER FOR HOMELESS PEOPLE

To Services to BBMP as NGO

*TENDER DOCUMENT*

## *Address for communication*

Joint Commissioner (South), BBMP, Commercial Complex Building, Jayanagar 2nd Block, Banglore-560011. Email: sjsry.south.bbmp@gmail.com

Website:
www.bbmp.gov.in

**Bruhat Bangalore Mahanagara Palike**
**Office of the Joint Commissioner (South), Welfare Department**
**9th Main, 9th Cross, 2nd Block Jayanagar, Bangalore-560011**
**Phone No: 080-26564656**

# The RFP includes the following documents

Section 1 - Letter of Invitation (LOI)

Section 2 - Instructions to Consultants Including Data Sheet & Evaluation Criteria

Section 3 - Technical Proposal – Standard Forms

Section 4 - Financial Proposal - Standard Forms

Section 5 - Terms of Reference

Section 6 - Standard Form of Contract

# Section 1: Letter of Invitation

**Bruhat Bangalore Mahanagara Palike**
**Office of the Joint Commissioner (South),**
**Jayanagar2nd Block, Bangalore.560011**

(Ref:BBMP /JC(S)WO/NULM/PR/243/2024-25 Date:07/03/2025

**Bruhat Bangalore Mahanagara Palike**, Government of Karnataka, invites Request for Proposal from interestedNGOs/Trusts/SHG to provide **Operation and Maintenance** of 24X7 Shelters for Urban homeless in South Zone of BBMP on the process of e-tendering.(Single cover System) The Request for Proposal document is published in the e-portal of the Government of Karnataka (https://kppp.karanataka.gov.in) inviting participation from registered NGOs/Trusts.The interested organizations have to register at **the Centre for e-governance, Opp. RBI, Nrupatunga Road, Bangalore-560 001** and obtain **DSC Key/token**. Participating Organization should pay a non-refundable amount as prescribed as processing fee in the form of e-payment through e-procurement portal

Interested NGOs/Trusts may download application through the website **https://kppp.karnataka.gov.in** from Dated:07-03-2025 andsubmit their RFP by uploading theTechnical and Financial Proposals separately in the e-Procurement format **on or before 15-03-2025, at 3:30PM.**

This Assignment is funded by Director Day NULM
As per 14th PSC Proceedings. Dated:29.03.2022.

Any further additions/deletions/modifications including extension of time for uploading of EOI will be notified only through the above referred e-portal by way of Corrigendum/Addendum.

Yours sincerely

Joint Commissioner,
Bruhat Bangalore Mahanagara Palike
Office of the Joint Commissioner (South), welfare Department,
Jayanagar2nd Block, Bangalore.560011

## Section 2 : Instructions to Consultants and Data Sheet

### A. General Provisions

**1 Definitions**

(a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.

(b) "Applicable Guidelines" means the policies of the Bank governing the selection and Contract award process as set forth in this RFP.

(c) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.

(d) "Client" means the implementing agency that signs the Contract for the Services with the selected Consultant.

(e) "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.

(f) "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).

(g) "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.

(h) "Day" means a calendar day.

(i) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).

(j) "Government" means the government of the Client's country.

(k) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.

(l) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the qualified Consultants with all information needed to prepare their Proposals.

(m) "LOI" (this Section 1 of the RFP) means the Letter of Invitation being sent by the Client to the qualified Consultants.

(n) "Non-Key Expert(s)" means an individual professional

provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.

(o) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.

(p) "RFP" means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SRFP.

(q) "SRFP" means the Standard Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.

(r) "Services" means the work to be performed by the Consultant pursuant to the Contract.

(s) "TORs" (this Section 7 of the RFP) means the Terms of Reference that explain the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

**2 Introduction**

The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Letter of Invitation, in accordance with the method of selection specified in the **Data Sheet**.

The qualified Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

**3 Conflict of Interest**

The Consultent is required to provide professional, objective, and impartial advice, at all times holding the Client's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.

Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

**a. Conflicting activities**

(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

**b. Conflicting assignments**

(ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

**c. Conflicting relationships**

(iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing)who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

**4 Unfair Competitive Advantage**

Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all qualified Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

**5 Corrupt and Fraudulent Practices**

5.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Section 6.

5.2 In further pursuance of this policy, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Bank to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and

to have them audited by auditors appointed by the Bank.

**6 Eligibility**

6.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects.

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in the Applicable Guidelines.

As an exception to the foregoing Clauses 6.1 and 6.2 above:

**a. Sanctions**

A firm or an individual sanctioned by the Bank in accordance with the above Clause 5.1 or in accordance with "Anti-Corruption Guidelines" shall be ineligible to be awarded a Bank-financed contract, or to benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall determine. The list of debarred firms and individuals is available at the electronic address specified in the **Data Sheet**.

**b. Prohibitions**

Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:

(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

**c. Restrictions for Government-owned Enterprises**

6.3.3 Government-owned enterprises or institutions in the Borrower's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client

To establish non eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of

debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.

**d. Restrictions for public employees**

6.3.4 Government officials and civil servants of the Borrower's country are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Borrower's country, and they

(i) are on leave of absence without pay, or have resigned or retired;

(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring(in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in the Borrower's country, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and

(iii) Their hiring would not create a conflict of interest.

## B. Preparation of Proposals

**7 General Considerations**

In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

**8 Cost of Preparation of Proposal**

The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

**9 Language**

The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.

**10 Documents Comprising the Proposal**

The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws

against fraud and corruption (including bribery).

The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

**11 Proposal Validity**

**The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with Clause 5 of this ITC.

**a. Extension of Validity Period**

The Client will make its best effort to complete the negotiations within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.

The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

**b. Sub-Contracting**

The Consultant shall not subcontract the whole of the Services.

**12 Clarification and Amendment of RFP**

13.1 The Consultant may request an online clarification of any part of the RFP during the period and in accordance with the procedure indicated in the Data Sheet before the Proposals' submission deadline. The Client will respond online by uploading the response on the portal (including an explanation of the query but without identifying its source) for information of all qualified Consultants. Should the Client deem it necessary to amend the e-RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment online in accordance with procedure described in Data Sheet. The amendment shall be binding on all qualified Consultants.

13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the qualified Consultants reasonable time to take an amendment into account in their Proposals.

13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline, online, in accordance with the procedure described in the Data Sheet. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

**13 Preparation of Proposals – Specific Considerations**

While preparing the Proposal, the Consultant must give particular attention to the following:

If a qualified Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-qualified Consultant(s), or (b) qualified Consultants if permitted in the **Data Sheet**. In all such cases a qualified Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-qualified firms in the form of a joint venture or a sub-consultancy, the qualified Consultant shall be a lead member. If qualified Consultants associate with each other, any of them can be a lead member.

The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

**14 Technical Proposal Format and Content**

The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

**15 Financial Proposal**

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

**a. Price**

16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for

**Adjustment** remuneration rates applies if so stated in the **Data Sheet**.

**b. Taxes** 16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.

**c. Currency of Proposal** 16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

**d. Currency of Payment** 16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

## C. Submission, Opening and Evaluation

**16 Submission, Sealing, and Marking of Proposals**

17.1 The Consultant shall submit a digitally signed, encrypted and complete Proposal comprising the documents and forms in accordance with Clause 10 (Documents Comprising Proposal). The submission can be done electronically through the website and in accordance with the procedures specified in the Data Sheet. Proposals submitted by any other means will be rejected.

17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.3 Consultants should be aware that the electronic procurement system does not allow for any interlineations, erasures, or overwriting. Any modifications or revisions to the Proposal shall be done in accordance with Clause ITC 13.2.

17.4 The Proposal or its modifications must be uploaded on the portal no later than the deadline indicated in the Data Sheet, or any extension to this deadline. The electronic system will not accept any Proposal or its modification for uploading after the deadline.

17.5 Once the Proposal is uploaded on the portal, the system will generate a unique identification number with the stamped submission time. The unique identification number with the time stamp represents an acknowledgement of the Proposal submission. Any other system's functionality requirements are specified in the Data Sheet."

**17 Confidentiality**

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially

concerned with the process, until the publication of the Contract award information.

18.2 Any attempt by qualified Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank's sanctions procedures.

18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it should do so only in writing.

**18 Opening of Technical Proposals**

19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals online immediately after the Proposals' submission deadline and following the procedure described in the Data Sheet. The folder with the Financial Proposal shall remain unopened, encrypted and shall be securely stored on the portal.

19.2 At the opening of the Technical Proposals the following shall be read out and recorded online simultaneously: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the Data Sheet.

**19 Proposals Evaluation**

20.1 Subject to provision of Clause 15.1 of the ITC, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its "no objection", if applicable.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission dead line except as permitted under Clause 12.7 of this ITC. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

**20 Evaluation of Technical Proposals**

21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

**21 Financial Proposals for QCBS**

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QCBS), the top-ranked Consultant is invited to negotiate the Contract.

22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

**22 Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)**

23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score by sending a notification through the means indicated in the Data Sheet. The notification shall also include information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion. Financial Proposals of those Consultants whose Technical Proposals did not meet the minimum qualifying score shall not be opened. In such case, a notification to that effect will be sent to the Consultant. The Client shall simultaneously notify those Consultants that have achieved the minimum overall technical score and inform them of the date, time and, if indicated in the Data Sheet, location for online opening of the Financial Proposals. The Consultant's attendance at the opening of the Financial Proposals (online, or in person, if such option is indicated in the Data Sheet) is optional and is at the Consultant's choice. If the Data Sheet provides an option of attending in person, the opening date should allow the Consultants sufficient time to make arrangements for attending the opening.

23.2 The Financial Proposals shall be opened online by the Client's evaluation committee as described in the Data Sheet. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud first and recorded online simultaneously. The Financial Proposals shall be then opened, the total prices read aloud and recorded online simultaneously. The records of the opening shall remain on the portal for the information of the Consultants who submitted Proposals and the Bank, unless the Data Sheet provides for other means of sending notifications and the results of the financial opening.

**23 Correction of Errors**

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

**a. Time-Based Contracts**

24.1.1 If a Time-Based contract form is included in the e-RFP, the e-procurement system automatically calculates the amount in words from the amount in figures and automatically calculates the total amount. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical

Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost. The evaluation committee will also adjust the prices if they fail to reflect all inputs included for the respective activities or items in the Technical Proposal.

**b. Lump-Sum Contracts** 24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per Clause ITC25 below, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price.

**24 Taxes** 25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.

**25 Conversion to Single Currency** For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

**Combined Quality and Cost Evaluation**

**a. Quality- and Cost-Based Selection (QCBS)** 27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant achieving the highest combined technical and financial score will be invited for negotiations.

**b. Fixed-Budget Selection(FBS)** 27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause14.1.4 of the **Data Sheet** shall be rejected.

**c. Least-Cost Selection**

27.3 The Client will select the Consultant that submitted the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the lowest evaluated total price among those consultants that achieved the minimum technical score, and invite such Consultant to negotiate the Contract

**D. Negotiations and Award**

**26 Negotiations** 28.1 The negotiations will be held at the date and address indicated in the **Data Sheet** with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

**a. Availability of Key Experts**

28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with Clause 12 of the ITC. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

**b. Technical negotiations**

28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

**c. Financial negotiations**

28.6 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.

28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank.

The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under Clause 28.8 above, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

**27 Conclusion of Negotiations**

29.1 Thenegotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the

Bank's no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

**28 Award of Contract**

30.1 After completing the negotiations the Client shall obtain the Bank's no objection to the negotiated draft Contract, if applicable; sign the Contract; publish the award information as per the instructions in the **Data Sheet**; and promptly notify the other qualified Consultants.

30.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

**Data Sheet**

| | **A. General** |
|---|---|
| **ITC Clause Reference** | Director Day NULM<br>**As Per 14th PSC Proceedings. Dated:29.03.2022** |
| **1.1** | **The name of the Client is:**<br><br>Office of the Joint Commissioner (South)<br>Welfare Department<br>Bruhat Bangalore Mahanagara Palike<br>9th Main, 9th Cross, Jayanagar 2nd Block, Bangalore.560011<br>Phone: +080 26564656<br>Email id: ---sjsry.south.bbmp@gmail.com-,<br>Web Site :**www.karnataka.gov.in/----------**<br>The method of selection is: **Quality Cum Cost Based Selection (QCBS)** |
| **1.2** | **Financial Proposal to be submitted together with Technical Proposal**:<br>Yes√<br>The name of the assignment is:<br>**Operation and Maintenance** of 24X7 Shelters for Urban homeless in South Zone of BBMP<br>**As Per 14th PSC Proceedings. Dated:29.03.2022** |
| 1.**3** | **Uploading of RFP document on the portal :**<br>From 07-03-2025<br><br>**Address**: Office of the Joint Commissioner (South), Welfare Department,<br>Bruhat Bangalore Mahanagara Palike<br>9th Main, 9th Cross, Jayanagar 2nd Block, Bangalore.560011<br><br>Office of the Joint Commissioner, BBMP<br>Phone: +080 26564656<br>Email id: ---sjsry.south.bbmp@gmail.com |
| **1.4** | Clarifications may be requested up to Three days<br><br>The address for requesting clarifications is:<br>Office of the Joint Commissioner (South), Welfare Department,<br>Bruhat Bangalore Mahanagara Palike<br>9th Main, 9th Cross, Jayanagar 2nd Block, Bangalore.560011<br>Phone: +080 26564656<br>Email id: ---sjsry.south.bbmp@gmail.com |
| 1.5 | The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: As indicated in ToR |

| | |
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| | (i) Consultant may associate with other qualified Consultant: **No**<br><br>(ii) The estimated number of key professional staff months required for the assignment is to be assessed and indicated by the Consultant.<br><br>(iv) The minimum required experience of proposed key professional staff is:<br><br>1. Shelter Manager - 02 Years<br>2. Caretakers - 02 Years<br>3. Supporting Staff (as required)<br><br>The qualification and experience details of the key personnel are provided in the Appendix C<br><br>(vi) Reports which are part of the assignment must be written in the following language: English |
| **B. Preparation of Proposals** | |
| 2.1 | This RFP has been issued in the English language.<br><br>Proposals shall be submitted in English language.<br><br>All correspondence exchange shall be in English language. |
| 2.2 | Statement of Undertaking is required<br>Yes√ |
| **2.3** | **Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible**<br>No√ |
| **2.4** | **Proposals must remain valid for 90 calendar days** after the proposal submission deadline (i.e., until: 15.03-2025). |
| **2.5** | **Requests for clarifications shall be made on or before 3 days before the pre-proposal conference date as indicated under ITC 2.3.**<br><br>**All requests for clarifications shall be made online through the portal https://eproc.karnataka.gov.in**<br><br>**Requests for clarifications sent through any other medium will not be accepted.** |
| **2.6** | "A Consultant may withdraw, substitute, or modify its proposal on the e- procurement system, in accordance with the process defined there in, no later than the proposal submission deadline as specified. Modification / Withdrawal of the proposal sent through any other means shall not be considered by the client".<br><br>The last modified proposal submitted by the consultant within the proposal submission time shall be considered as a responsive Proposal.<br><br>In online system of proposal submission, the modification/cancellation is allowed any number of times prior to deadline for submission of proposal. |

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| **2.7**<br><br>for time-based contracts only | The Consultant's Proposal must include the minimum Key Experts' time-input of 300 person-months.<br><br>For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input, the missing time-input (expressed in person-month) is calculated as follows:<br><br>The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the Consultant's Proposal and added to the total remuneration amount. Proposals that quoted higher than the required<br><br>Minimum of time-input will not be adjusted. |
| **2.8** | The format of the Technical Proposal to be submitted is: **STP**<br><br>Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements. |
| **2.9** | **A price adjustment provision applies to remuneration rates:**<br><br>Yes √ |
| **2.10** | Amount payable by the Client to the Consultant under the contract to be subject to local taxation:**YES**<br><br>The Client will:<br><br>- Reimburse only service tax including cess/surcharge as applicable and paid by the consultant against proof of payment as per SCC 43-**Yes**<br><br>- Reimburse the Consultant income tax paid in India on the remuneration for services provided by the non-resident staff of the Consultant - **NO**<br><br>Consultants are requested to consult tax consultants for guidance and indicate the estimated taxes and duties (as stated in ITC 16.3 and SCC 43) separately in the financial proposal. |
| **2.11** | The Financial Proposal shall be stated in: **INR**<br><br>Consultant may express the price for their Services in three foreign currencies: **NIL**<br><br>The Financial Proposal should state local costs in the Client's country currency (local currency): **Yes** √ |
| **C. Submission, Opening and Evaluation** | |
| **3.1** | **The Consultants shall submit their Proposals electronically by downloading them on the portal: https://kppp.karnataka.gov.in**<br><br>***The electronic submission procedures shall be:***<br><br>a. For participation in the services, it is mandatory for the consultant to obtain Class-III Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities (CA) and then register with the Government of Karnataka e-procurement platform and submit proposals by using their user ID and Digital Signature. Foreign consultants may obtain DSC from any Licensed Certifying |

| | |
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| | Authority which has been recognized by the Controller of Certifying Authorities, Govt. of India as per details available at www.cca.gov.in. Consultants already possessing the Digital Signature issued from authorized CAs can use the same in this RFP submission. Please refer to https://kppp.karnataka.gov.in/eportal/obtain_digital_certificate_contractors.seamfor detailed information regarding obtaining digital signatures.<br><br>b. Further the participating Consultants should register themselves on the e-procurement platform. Detailed procedure for registration is available at- https://eproc.karnataka.gov.in/eportal/user_manuals.seam.<br>c. RFP Processing Fee: Qualified Consultants who wish to participate shall pay proposal processing fee as detailed under the e-procurement website through any of the following modes only:<br>i. Credit Card<br>ii. Debit Card<br>iii. National Electronic Funds Transfer (NEFT)<br>iv. Net banking<br>v. Over the Counter (OTC) – Designated ICICI bank branches located across the country.<br>(List of designated ICICI banks is available for download at https://eproc.karnataka.gov.in/documents/icici_bank_branch_list.zip)<br>Please note that payments submitted through Cheque shall not be accepted. Further details regarding e - Payment, please refer to e-Procurement website – www.eproc.karnataka.gov.in. |
| **3.2** | **The Proposals must be submitted online no later than:**<br>**Date:15.03.2025**<br>**Time:**15:30 hours.(Server time) |
| **3.3** | **Refundable Deposit (EMD)**<br>The EMD amount to be paid as mentioned in Tender Notification / Schedule way of Credit Card, Debit Card, NEFT and Over the Counter. The EMD amount will vary from district to district and will be paid as per the Annexure.<br><br>The EMD amount of the unsuccessful Consultants will be returned after award of work. Refundable Deposit of the successful consultant will be returned after execution of the Agreement. |
| **3.3** | The consultant shall upload the RFP through e-procurement Platform https://www.kppp.karnataka.gov.in. No other mode of submission is permitted |
| **3.4** | **An online opening of the Technical Proposals will be conducted as following:**<br><br>"The client will open / decrypt the Technical proposals uploaded through e-procurement platform as per electronic Proposal opening procedures.<br><br>The Technical proposals will be opened at the stipulated place, date and time as detailed under. **Consultants have an option to attend the opening of the Technical Proposals in person**. In such cases, the person attending shall produce the authorization letter and sign a register evidencing his attendance. The financial proposals will remain unopened. The omission of a consultant's Signature on the record shall not invalidate the contents and effect of the record.<br><br>**The opening shall take place at:**<br>Joint Commissioner<br>BBMP- South Zone Office<br><br>**Date**: 18/03/2025……<br>**Time:**16.00 hrs |

**3.5** In addition, the following information will be read aloud at the opening of the Technical Proposals N/A

**3.6** [for STP]

The number of points to be given under each of the evaluation criteria are:

| No | Parameters | | Points |
|---|---|---|---|
| 1 | Specific experience of the consultants related to the Assignment:<br>i) They must have experience of conducting survey work related to urban poor/urban homeless and planning welfare schemes of urban poor such as Urban Homeless, beggars, physically handicapped, old age people, etc.,<br>ii) NGO must have experience of working with Government organizations and public sectors on projects related to urban poor.<br>iii) Preferably NGO should have working experience of Slum/ Urban Community services in Karnataka.<br>iv) NGO must have city wide network in Bangalore take up referral services in cases related to shelter less people, destitute aged persons, mentally handicapped persons etc., including social survey of such persons | 05<br>05<br>05<br>05 | 20 |
| 2 | Adequacy of the proposed work plan and methodology in responding to the TOR:<br>i) Responsiveness to scope & conditions of work, Methodology, work plan, appreciation of the project and extent of details provided.<br>ii) Innovative ideas in achieving the targets, Arrangement for management, monitoring and supervision of the project, | 15<br>15 | 30 |
| 3 | Qualifications and competence of the key professional staff for the Assignment | | 05 |
| 4 | NGO Programme Demo | 30 | 30 |
| 5 | Experience of working in BBMP Jurisdiction -Region & language | | 05 |
| 6 | Working and Implementing any projects in BBMP related to Urban Poor (Completion Certificate should be provide) | | 05 |
| 7 | NGOs have the Experience who running the Shelters for Urban Homeless/Old Age Homes/Destitute Homes/ women shelter, Care & Support Institutions for Poor. | | 05 |
| | Total Points | | **100** |

***(Shall furnish certificates of proof for the above Specific Experience)***

**Note:** Who are qualified in Technical Bid, that NGO's will be inviting Programme Demo.

**The minimum technical score required to pass is : 75 Points.**

**Note:** Whoever qualified in Technical Bid & Programme Demo, only that NGO's qualified to open the Financial Bid.

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| **3.7**<br><br>**(QCBS only)** | **The lowest evaluated is 5% of the difference 0f Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.**<br><br>The **below 5% quoted** of the financial proposal is not considered for the tender award.<br><br>**The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:**<br><br>Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.<br><br>**The weights given to the Technical (T) and Financial (P) Proposals are**:<br>**T** = 75, and<br>**P** = 25<br><br>Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: S = St x T% + Sf x P%. (Technical Point + Financial Point= total score) |
| **3.8** | **Notifications to the Consultants will be sent as following:**<br><br>**Date and Venue of Financial proposal opening:**<br><br>Will be intimated later |
| **3.9** | **The online opening procedure shall be as following:**<br>The Client shall open / decrypt the Financial proposals uploaded through e-procurement platform as per electronic proposal opening procedures. Consultants have an option to attend the opening of the Financial Proposals in person. In such cases, the person attending shall produce the authorization letter and sign a register evidencing his attendance.<br>The omission of a consultant's Signature on the record shall not invalidate the contents and effect of the record. |
| **3.10** | For the purpose of the evaluation, the Client will exclude: (a) all local identifiable indirect taxes such as sales tax, excise tax, VAT, or similar taxes levied on the contract's invoices; and (b) all additional local indirect tax on the remuneration of services rendered by non-resident experts in the Client's country. If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.<br>Even though in e-Procurement portal - "Item wise Financial bid" mentions "All Inclusive", the consultant shall enter only the financial offer excluding taxes. Details of all indirect taxes such as sales tax, excise tax, VAT or similar taxes shall be uploaded separately to the portal.<br>Consultants should indicate only the indirect tax i.e., service tax separately, as all other taxes are inclusive. |
| **3.11** | Area of Operation: It is proposed to implement this programme in South Zone of BBMP Area as per the Request for Proposal Document (RFP) |
| **3.12** | Period of Assignment:<br>01 Year from signing of contract agreement |

**Eligibility for bidder (Partner NGO)**

**1.**The bidder must be a registered NGO / civil group, registered under the provisions of the different Laws with in Karnataka and should be renewed for the current year- *(Shall not be an individual or group of individuals. Only registered entities such as Societies under Society Registration Act, trusts under Indian/State Trusts Act and recognized NGOs under any of the above Acts)*

**2.** Should have minimum 3 years' experience of working for welfare of community/Urban poor, running orphanage/ 24/7 urban homeless shelter etc.,

**3.** Should have an average annual turnover of Rs.30.00 lakhs at least in any 3 years during last 5 financial years 2021-22, 2022-23 & 2023-24. If suitable NGO not available, BBMP has right to relax the condition to the extent of its satisfaction. (CA certified financial turnover statement along with the audited balance sheets, profit and loss account statements for the relevant financial years to be submitted).

**4.** Should have registered under Income Tax, Service Tax rules and other statutory laws.

**5.** Should have an acknowledgement of Income tax returns filed and Audited reports in the last 03 Years ie. 2021-22, 2022-23 & 2023-24.

**6.** NGO should have well equipped office in Bangalore. Also they should have specialized qualified staff to guide and formulate comprehensive projects related to night shelters as per government guidelines. Also they must have experience in preparing reports which would be submitted to government. And submit working staff details with resume and qualification testimonials as per prescribed formats.

**7.** Must have capacity to start and maintain 24X7 call center to guide the shelter less urban poor.

**8.** Should have experience of running and maintenance of 24X7 shelters or orphanage or old age homes or rehabilitation center's etc.,

**9.** The Partner NGO must have experienced in handling a person found on street.

**10.** The Partner NGO have the knowledge to collect data from persons found on street.

**11.** The Partner NGO have capable of monitoring the information of shelter less people and their common places of stay.

**12.** The Partner NGO have the facility for counselling, relocation and rehabilitation of urban poor.

**13.** The Partner NGO well connected to carry out health check up and Community level meeting with Urban Homeless.

**14.** The Partner NGO is to involve organisations like Indian Medical Association, Red Cross, and Local Association of Doctors / NursingHomes etc. and Dovetailing schemes of other departments like social welfare, Disability welfare, Women and Child Development etc and Organisations like Sumangaliseva Ashram, senior Citizens homes, Special homes etc.

**15.** The Partner NGO have competence for handling mentally challenged persons.

**16.** The Partner NGO have skill to handle children.

**17.** The Partner NGO capable of catering to old and infirm persons.

**18.** The Partner NGO have sufficient resources to provide regular Food, health check up/ medical support.

**3) Other desirable eligibilities: -**

**1)** NGO should have registered in the DARPAN portal (NITI AYOG).

**2)** They must have experience of conducting survey work related to urban poor/urban homeless and planning welfare schemes of urban poor such as beggars, physically handicapped, old age people, etc.,

**3)** NGO must have experience of studying & research work related to urban poor.

**4)** NGO must have experience of working with Government organizations and public sectors on projects related to urban poor.

**5)** Preferably NGO should have working experience of Community services in Karnataka.

**6)** NGO must have city wide network in Bangalore take up referral services in cases related to shelter less people, destitute aged persons, mentally handicapped persons etc., including social survey of such persons.

**4. Scope and Duties of NGO:**

1. NGO should especially formulate strategy in conducting city level socio survey of shelter less urban poor and Rapid Survey of every Fifteen Days in South zone area in time to time.
2. Partner NGO should take up the work of establishment and maintenance of 24X7 shelters in zonal level.
3. Partner NGO should Recruit Shelter Manager, Care Takers, Cleaning staff and 24x7 Security Guard per each Shelter
4. Partner NGO should maintain relevant records

**Records & Documents in Individual Shelter Level:**

*1. Admission register (Master register),*
*2. Individual case files,*
*3. Residents attendance register*
*4. Health checkuprecord book*
*5. Doctor visit register*
*6.Residents attendance*
*7.Counselor visit& Counseling Record Book,*
*8. Staff attendance register,*
*9.Field Staff Outreach program book*
*10.Medicines stock book,*
*11. Stock Register,*
*12. Shelter level Monitoring committee register,*
*13. Daily cash received and spent register,*
*14.Salary payment register,*
*15. Complaints and suggestion register,*
*16.Visitors Book,*
*17.Assets register,*
*18. Donation register,*
*19. Incoming and outgoing Register (Staff),*
*20. Incoming and outgoing Register (Residents).*

Bidder shall maintain night shelter having minimum 40 to 50 persons in each center. Bidder should provide round the clock(24x7) maintain water supply, toilet, housekeeping of center etc., BBMP will be providing required infrastructure like Cot, beds, bed sheets & etc.

5. Partner NGO should collect all relevant data from 24X7 shelter centers and upload into the SAVIOUR portal and monthly progressive report should be submit to Joint Commissioner every month.
6. Besides this, Partner NGO should Co-ordinate with other State Government Stakeholdersdepartments such as women and child welfare, Disabled department, social welfare in extending referral services to night shelters.
7. Formulate the strategy to popularize the 24X7 shelter concept in their respective BBMP zonal areas using print & electronic media.
8. Conduct counseling, health camp, other workshop etc., and give inputs to improve the Socio-Economic conditions of shelter residents.
9. NGO must be able to maintain 24**x**7 helpline in its office/ Shelter and guide the stake holders in all purpose.
10. NGO must be able to maintain CC Camera and TV, in 24**x**7 Shelter.
11. NGO must carry out the other duties entrusted by government and monitoring committee constituted for this purpose.

## 5) EMD and Other Information's to Bidders

1. Bidder shall submit the proposal along with Cost of **Tender BID Amount**

1. The letter of invitation, terms of reference and information for consultants are enumerated in this request for proposal.

2. A pre-proposal meeting will held on the date and time and place specified above to clarify any issues and answer questions on any matter that may be raised at that stage as stated in the Information to the NGO's and Data Sheet. NGO's may get all clarifications required for quoting for the work in writing from the under signed.

3. The RFP document consists of Technical Proposal. The documents shall be submitted in sealed covers, containing Technical Proposal, RFP Document issued and Refundable Deposit. Details of submission are furnished in the RFP document.

4. Based on an assessment of the information furnished in the Technical Proposal, those who prima-facie satisfy the eligibility criteria shall be considered for opening and evaluation.

5. Blacklisted and terminated NGO in any other Government works in last 5 years is not eligible for participate

6. Conditional proposals and proposal without Refundable Deposit in requisite form will be summarily rejected.

7. BBMP reserves the right to accept or reject any or all applications without thereby incurring any liability or obligation to inform the applicants of the reasons for such action.

For further information if any, the applicants may contact the Joint Commissioner, Office (South) Welfare Department,BBMP South Zone, Bangalore 560 011…Phone: +91 80 26564656…., Email id: sjsry.south.bbmp@gmail.com.

**Joint Commissioner, BBMP South Zone, Bengaluru**

## SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

3A. Technical Proposal Submission Form.

3B. Consultant's References.

3C. Comments and Suggestions on the Terms of Reference and on Data Services, and Facilities to be provided by the Client.

3D. Description of the Methodology and Work Plan for performing the Assignment.

3E. Team Composition and Task Assignments.

3F. Format of Curriculum Vitae of proposed Key Professional Staff.

3G. Time Schedule for Professional Personnel.

3H. Activity (Work) Schedule.

## 3A. TECHNICAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

From:
Name of Consultant NGO:
Address:
To:
Office of the Joint Commissioner
BBMP South Zone, Commercial Complex Building,
9th Main, 9th Cross, Jayanagara 2nd Block, Bengaluru 560011
*(Full Address has to be there)*

Sir,

Sub: *Providing NGO Services for Implementation of* ***"Operation and Maintenance of 24X7 Shelters for Urban homeless in South Zone of BBMP"****-Technical Proposal.*

Ref: **BBMP /JC(S)WO/NULM/PR/243/2024-25, Date: 07/03/2025)**

-o-

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated ……., and our Proposal. We are hereby submitting our Proposal which includes this Technical Proposal as per e-portal requirements.

If negotiations are held during the period of validity of the Proposal, i.e., before *(insert date),*we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We are hereby proposing the following priority 24X7 Urban homeless Shelters

| Sl.No | BBMP Zone | Name of the Shelter | Urban Homeless Capacity-Strength |
|---|---|---|---|
| 01 | South | BBMP Building Beside Veternary Hospital, Jayanagar 3rd Block, Pattabhiramanagar, Ward-168.Bangalore-11. | 25 |

{*Note: Maximum 1 priority Package may be mentioned on order of preference. However each NGO will be allotted 1 only, more than one Commissioner/ BBMP will decide depending upon the circumstances, capacity and experience.}

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Consultant:
Address:

## 3B Technical Pre-Qualification

1. ***Name of the organization as appearing in the certificate of registration/certificate of incorporation/ trust deed.***

2. ***Complete Postal Address with pin code, telephone numbers and e-mail id.***

3. ***Particulars of the Head of the Organization/ Contact Person for the project with position.***

| Name | Address | Gender | Age | Experience in Years | Contact Number | email |
|---|---|---|---|---|---|---|
| | | | | | | |

4. **Legal Status of the Organization**

   a. Registration as non-profit body
      i. Date of registration:

      ii. Registration Number:

   b. Exemptions under Income Tax Act
      i. 12A : Yes/No

      ii. 80G: Yes/No

      iii. Date of the last submission of IT returns:

   c. Any other relevant information

      i. NGO/Trust renewal Certificate (Current Year-2024-25)

Please attached relevant documentary Proofs i.e
1.Certificate of Registration
2.12A/80G certificate,
3.Society renewal Certificate
4. Society or Trust Deed
5. Last 3 years NGO Audited reports
6. Last 3 years of Income Tax Returns documents
7. Last 3 years NGO Annual reports

8. Any other documents

Earnest Money Deposit per center

ward 168 Pattabhiramanagara Shelter

**5. Details of NGO's past experience since last 5 years in related to particular assignments-Urban Poor and Urban Homeless.**

| Name of the project/Scheme * | Implementing Department/ Agency* | Total Years of Implementation | Place (mention Ward) | Duration (Month & Year) | Nature of work | Total budget involved (in Lakh Rs.) | Completion Certificate / proof uploaded (Yes/No) |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

**Note:** * Clearly mention the name of the project or scheme (expand abbreviations) and the departments

## 3B.1-. CONSULTANT'S REFERENCES : Relevant Services Carried Out in the Last Three Years That Best Illustrate Qualifications

Using the format below, provide information on each reference assignment for which your firm/entity, either individually as a corporate entity or as one of the lead companies within an association, was legally contracted.

<table>
<tr><td colspan="2">Assignment Name:</td><td>Country:</td></tr>
<tr><td colspan="2">Location within Country:</td><td>Key professional staff Provided by Your Firm/entity(profiles):</td></tr>
<tr><td colspan="2">Name of Client:</td><td>No. of Staff:</td></tr>
<tr><td colspan="2">Address:</td><td>No. of Staff-Months; duration of assignment:</td></tr>
<tr><td>Start Date (Month/Year):</td><td>Completion Date (Month/Year):</td><td>Approx. Value of Services (Rs. ..M):</td></tr>
<tr><td colspan="2">Name of Associated Consultants, if any:</td><td>No. of Months of Key professional staff, provided by Associated Consultants:</td></tr>
<tr><td colspan="3">Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed:</td></tr>
<tr><td colspan="3">Narrative Description of Assignment:</td></tr>
<tr><td colspan="3">Description of Actual Services Provided by Your Staff:</td></tr>
</table>

Consultant's Name:

Note: Please attach Work orders and/or Completion Certificates for each project

### *6. Financial information*

a. Receipts and Payments for the last Three years

| Sl. No. | Year | Receipts (in Rupees) | Payments (in Rupees) |
|---|---|---|---|
| 1 | 2021-22 | | |
| 2 | 2022-23 | | |
| 3 | 2023-24 | | |

(Note: Upload CA Certified financial turnover statement along with the audited balance sheets, profit & loss account statements for the relevant financial years to be submitted and IT returns for last years)

### 7. Information on Staff- Present working in the Organization

| **Sl. No.** | **Name** | **Gender** | **Age** | **Education** | **Duration of Service with the Organization** | **Status (Full-time/Part-time/Voluntary)** |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |

## 3C COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA, SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

On the Terms of Reference:

1.

2.

3.

4.

On the data, services, and facilities to be provided by the Client

1.

2.

3.

4.

Consultant's Name:

## 3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

*a)* ***Technical Approach, Methodology, and Organization of the Consultant's team***. {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}

*b)* ***Work Plan and Staffing***. {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

Consultant's Name:

## 3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

### 1. Managerial and supporting Staff

| S. No | Name | Position | Task |
|---|---|---|---|
| 1. | | | |
| 2. | | | |
| 3. | | | |

## 3F. FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED KEY PROFESSIONAL STAFF

Proposed Position:

Name of Consultant:

Name of Staff:

Profession:

Date of Birth:

Years with Firm/Entity

Nationality:

Membership in Professional Societies:

Detailed Tasks Assigned for this Project :

**Key Qualifications:**

[*Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.*]

**Education:**

[*Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.*]

**Employment Record:**

[*Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.*]

**Other Strengths:**
[Summarize your strengthens in activities which are relevant and complimentary to this project]

**Languages:**

[*For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]*

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

**Date:**

***[Signature of staff member and authorized representative of the Consultant]***

***Day/Month/Year***

**Full name of staff member:**

**Full name of authorized representative:**

## 3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL DURING IMPLEMENTATION OF 24X7 URBAN HOMELESS SHELTER MAINTENANCE

| SN | Name | Position | Reports Due/ Activities | Months in the form of Bar Chart | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | Nos. of Months |
| 1 | | | | | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | | | | | |
| 3 | | | | | | | | | | | | | | | | |
| 4 | | | | | | | | | | | | | | | | |
| 5 | | | | | | | | | | | | | | | | |
| 6 | | | | | | | | | | | | | | | | |

Full-time Part-time:

Reports Due:

Activities Duration:

Full Name: Signature

Title: (Authorized Representative)

Address**:**

* The Schedule should be for the period of completion of assignment

## 3H. ACTIVITY (WORK) SCHEDULE

### A. ACTIVITIES DURING IMPLEMENTATION OF 24X7 URBAN HOMELESS SHELTER MAINTENANCE

| S N | Item of Activity (Work) | Months | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 1 | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | |

**++ The Program should be period of completion of assignment.**

## 4A. FINANCIAL PROPOSAL SUBMISSION FORM

[*Location, Date*]

From:
Name of Consultant:

Address:

To:
Bruhat Bangalore Mahanagara Palike
Office of the Joint Commissioner (South), welfare Department,
Jayanagar 2nd Block, Bangalore.560011

Sir,

Sub: ……

Ref: **BBMP /……../…….. / ….. / 2024-25, Date: ……)**

-o-

We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated ……., and our Proposal. We are hereby submitting our Proposal which includes this Financial Proposal as per e-portal requirements.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ie's)} {Insert amount(s) in words and figures}, Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in the Data Sheet

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Consultant:

Address:

## 4B Financial Proposal

The bidder should quote Rate per month per night shelter in rupees for operation and maintenance of night shelter 24X7.

| Sl No. | Name Of Shelter | Category | Capacity- | Rate per month |
|---|---|---|---|---|
| 1. | BBMP Building Beside Veternary Hospital, Jayanagar 3rd Block, Pattabhiramanagar, Ward-168.Bangalore-11. | Men | 25 | |

Note:

1. The rate quoted per month includes all cost such as renumerations to the staff working at the night shelters, RO drinking water, hot water for bath, food for the homeless at night shelter, health checkup, 24X7 helpline, CC camera, TV, and all the costs to operate and maintain night shelter 24X7 without any problems. The rate should be quoted in Eprocurement portal only.
2. **The below 5% quoted of the financial proposal is not considered for the tender award**

### 4 C. SUMMARY OF COSTS

**Note: Only for the bidder reference.**

**Name of the Shelter**,

| Sl. No | Category (Staff, Shelter Maintenance & Outreach Programs) | Items (Staff Position, Shelter Cleaning Materials etc) | Unit (No's) | Cost per Unit In Rs. | Total Amount In Rs. |
|---|---|---|---|---|---|
| 1 | Manager | | **1** | | |
| 2 | Caretaker | | **3** | | |
| 3 | Power | | | | |
| 4 | Gas | | | | |
| 5 | Cleaning Material& House Keeping | | | | |
| 6 | Soap, Tooth paste & brush | | | | |
| 7 | Hair oil | | | | |
| 8 | Hair freshener | | | | |
| 9 | Mosquito Solution | | | | |
| 10 | Cable TV | | | | |
| 11 | Medicine | | | | |
| 12 | First Aid Kit | | | | |
| 13 | Mobile Recharge | | | | |
| 14 | Health Check up | | | | |
| 15 | Others | | | | |

**4 D. SPECIAL CONDITION:**

2. Summary cost will be considered as per the break-up of total amount.
3. Bidder must work out the data sheet &quote his total rate of the format (4 B.) – [Do not fill & upload this format in eProcurement Portal].
4. L1 will be considered as total amount of the data sheet (4 B.)
5. At the financial evaluation the bidder must give the breakup manually to the concern authority and break up should match with the online quoted amount.

## SECTION 5. TERMS OF REFERENCE

**Joint Commissioner, BBMP South Zone**
**Jayanagara Bengaluru**

# THE SCHEME OF SHELTERS FOR URBAN HOMELESS (SUH)

## 1. BACKGROUND[1]

The National Urban Housing & Habitat Policy (NUHHP), 2007 aims at promoting sustainable development of habitat in the country with a view to ensuring equitable supply of land, shelter and services at adorable prices to all sections of the society. However, the most vulnerable of these are the urbanhomeless.

Theurbanhomelesspersonscontributetotheeconomyofthecitiesandthusthenation as cheap labour in the informal sector; yet they live with no shelter or social security protection.Theurbanhomelesssurvivewithmanychallengeslikenoaccesstoelementary public services such as health, education, food, water andsanitation.

Deendayal Antyodaya Yojana - National Urban Livelihoods Mission (DAY-NULM) aims at providing permanent shelter equipped with essential services to the urban homelessinaphasedmannerundertheSchemeofSheltersforUrbanHomeless(SUH). Homelesspersonsincludepersonswhodonothaveahouse,eitherself-ownedorrented, but instead live and sleep on pavements, at parks, railway stations, bus stations andplaces of worship, outside shops and factories, at construction sites, under bridges, in humepipesandotherplacesundertheopenskyorplacesunfitforhumanhabitation.

Itisunderstoodthatmanyoccupantsofsheltersareengagedinworkduringthenights (e.g.ashead-loaders),andthusneedshelterstosleepin,duringtheday.Casualworkers alsooftendonotgetemploymentonadailybasis,andsotheymayneedsheltersduring the day and not just at night. Therefore, DAY-NULM envisages providing shelters available to the homeless during the day as well as night.

## 2 OBJECTIVE

The objectives of the Shelter for Urban Homeless (SUH) component of DAY-NULM scheme are to:

Ensure availability and access of the urban homeless population to permanent shelters including the basic infrastructure facilities like water supply, sanitation, safety and security;

Cater to the needs of especially vulnerable segments of the urban homeless like the dependent children, aged, disabled, mentally ill and recovering gravely ill, by creating special sections within homeless shelters and provisioning special service linkages for them;

Provideaccesstovariousentitlements,viz.socialsecuritypensions,PDS,ICDS,identity, financial inclusion, education, adorable housing etc. for homeless populations;

Formulate structures and framework of engagement for development, management and monitoring of shelters and ensuring basic services to homeless persons, by state and civil society organizations including homeless collectives.

## 3 NORMS AND TYPES OFSHELTERS

Thesheltersshouldbepermanentall-weathersheltersfortheurbanhomeless.For every onelakhurbanpopulation, provisionsshouldbemadeforpermanentcommunity shelters for a minimum of one hundred persons. Depending upon local conditions, each shelter should preferably cater to 50 or more persons. In exceptional situations, shelters with lesser capacity could also be approved[2].

The Scheme will be implemented in all district headquarter towns and other towns with population of one lakh or more as per the Census of 2011. However, priority may be given to cities with population above one million and cities/towns of special social, historical or tourist importance identified by Government of India/State Government. In addition,takingintoaccounttherequirementofshelters,othertownsmaybeallowedin exceptional cases on the request of the State.

Some of these shelters may cater to the most vulnerable groups within the homeless populationssuchas(a)singlewomenandtheirdependentminorchildren,(b)aged, (c) infirm, (d) disabled, (e) mentally challenged etc. Actual break-up would depend on local particularities, and sizeofthecityandtotalnumbersofshelters.States/ULBsmay considers setting up separate shelters to cater the special needs such as:

a) **Men shelters**: Since the proportion of men among homeless is higher separate shelters for men could be built to primarily cater to single workingmen.

b) **Women shelters**: Shelters for the exclusive use of women in terms of its location, design, services and support systems, could be designed to

cater to the needs of women and their dependent children. In every ULB, no matter how small the populace, at least one such shelter for women would beconstructed.

c) **FamilyShelters**:Forfamilieslivingonthestreets,familysheltersmaybeprovided with a special design for privacy, with shared common spaces.

d) **Special Shelters**[3]: Taking into account special needs for segments of homeless persons,suchasoldpersonswithoutcare,mentallyorphysicallychallenged,recovering patients and their families, attendants of the patients admitted in hospitals etc. special shelters may be provided.

However,dependingontheneed,asheltermaycatertoworkingmen,womenandfamily with appropriate spaces demarcated for each of the categories.

## 4 FACILITIES AT THESHELTERS[4]

The shelters will be permanent, running throughout the year; and open round the clock, because many homeless persons find work in the nights. Following facilities/amenities may be provided at the shelters for dignified living:

a) Well ventilated rooms.

b) Water arrangements (Potable drinking water and other needs) and sanitation.

c) Adequate bathing & toilet facilities.

d) Standard lighting forshelter.

e) Adequate fire protection measures, as per the norms.

f) First aidkit.

g) Pest and vector (mosquito)control.

h) Regular cleaning of blankets, mattresses and sheets, and maintenance of other services.

i) Common kitchen/cooking space, necessary utensils for cooking and serving, cooking gas connections etc.

j) Child care facilities for children by linking the shelter to the nearest Anganwadi Centers.

k) Facilitation for convergence with other services/entitlements.

l) Personal lockers for personal storage space.

m) Common recreation space.

## 5 LINKAGES WITHENTITLEMENTS[5]

Shelterswillbeaspaceforconvergenceandprovisionsofvariousentitlementsofsocial security,food,educationandhealthcaresystems.Allhomelesspersons,insheltersshould be given priority under various schemes, and government programmes. The Shelter Management Agencies and Committees would be responsible to ensure the availability of various entitlements and benefits to the homeless. An illustrative list of schemes/benefits where such convergence is desirable is given below:

5.2 Identity Proof & Postal Address

Elector's Photo Identity Card (EPIC), Aadhaar Card, etc.

Old age, widows and disability pensions

BPL cards, PDS ration cards, etc.

Bank, Post Office, Jan Dhan Yojana Accounts

ICDS services

Admission to government schools

Admission to public hospitals for healthcare

Free Legal Aid

Rashtriya Swasthya Bima Yojana

Pradhan Mantri Suraksha Bima Yojana

Pradhan Mantri Jeevan Jyoti BimaYojana

Pradhan Mantri Awas Yojana-Housing for All

Skill Training under DAY-NULM & Prime Minister's Kaushal Vikas Yojana

Pradhan Mandhri Mudra Yojana, SEP component of DAY-NULM

Identity card/vending certificates to homeless street vendors

Rehabilitation of disabled schemes of Ministry of SocialJusticeand Empowerment

Referral services for women & children indistress with SWADHAR, UJJAWALA, SABLA, One Stop Centre, Women Helpline Scheme, Schemes of Mo W&CD

Subsidy under PDS

Direct Benefit Transfer under various Govt.schemes

Linkage to and other schemes/services/entitlements of the Ministry

Shelters are not the destiny for the homeless; working men/women's hostel, rental housings, adorable/social housings may also be promoted by the states/ULBs for mainstreaminghomeless6.

**LOCATION OF SHELTERS**

Location should be close to homeless concentrations and work sites as far as practicable. They may preferably be located close to the areas where the poorest congregate like railway stations, bus depots, terminals, markets, wholesale mandis (market yards) etc. The location could be decided after mapping the concentration areas where homeless persons reside and work.

An effort should be made to mark the locations of the homeless shelters through GPS onmapssothatlocationofashelterisavailableoncitymaps,travelguidemaps,online maps, etc. published by various agencies for easy access to the shelters[7].

Systematicthirdpartysurveyswouldbeundertakenincities/townsbythelocal/municipal bodies so as to assess accurately the need for shelters at suitable locations. As far as possible, sites providing maximum convenience to the beneficiaries may be identified.

Whileundertakingthesurveyandidentifyingbeneficiaries,implementingagencies may involve civil society represetatives. An outline of the process for conducting survey is placed atAnnexure-1[8].

The shelters should be permitted in residential, commercial, industrial and public and semi-public use zones, and should be allowed in other use zones also, on special permissionbytheplanningauthority/urbanlocalbody.Ifneedbe,theMasterplansmay be suitably amended to permit construction of such shelters or special permission may be sought from the competent authority.

The ULBs may plan the shelter along with City Livelihood Centre (CLC) under DAY- NULM at one place to anciently utilize the land/building and to integrate the services/ scheme benefits.

Incaseofnon-availabilityofsuitablelandforconstructionofshelterstheplaces of congregation of homeless, suitable buildings can be taken on rent for operating as an interimarrangementandeffortsneedtobemadebytheStates/UTstoprovidepermanent shelterstohomelessbytheyear2022asperDAY-NULMguidelines.Further,thecostof refurbishmentofbuildingstakenonrentmaybebornefromfundsavailableunderSUH component of DAY-NULM with the approval of PSC of the respective State. The PSC will estimate the suitable rent by taking into account the PWD rates/prevailing market rate[10].

## 6 OPERATION & MANAGEMENT OFSHELTERS

Theoperationsandmanagementoftheshelterscanbeundertakenby ULBsoranyother agencies identified by the ULBs such as:

(i) Homeless persons' collectives

(ii) Youth and Women's community based groups

(iii) Universities and Institutions

(iv) Unorganized workers' trade unions

(v) NGOs and CSOs registered under the Societies Registration Act, 1860 and Trust Acts or other similar laws of the State Governments

(vi) Self Help Groups and committees recognized by the State Govt/ Urban Self Governments

(vii) Resident Welfare Associations

(viii) Public/Private Sector Companies or Associations

These agencies may also facilitate orientation, training and identification of shelters state.

A Shelter Management Committee (SMC) will be constituted with local ward member, ULB representative, caretakers, and few nominated residents of the shelter as member. The SMC shall supervise the day-to-day functioning of the Shelter.

Each shelter shall have the following minimum full time state for looking after

daily management, upkeep, cleanliness and discipline at the shelter:

(i) One full time Manager

(ii) 3 Caregivers i.e. one caregiver for one shift of 8hours.

The state may be engaged by the ULB or resourced through agencies/institutions responsible for operating the shelters. For shelters with women inmates, minimum one woman caregiver should be given.

The salary cost for the above positions can be included in O&M cost of the project, however, if more state is required, then the ULB/State Government may arrange for the funds from other sources.

The following registers will be maintained at all the Shelters–

(i) Shelter Asset Inventory Book

(ii) Accounts Register/Cash Book to monitor day to day expenditure &receipts

(iii) Attendance Register

(iv) Shelter Management Committee Meeting Register

(v) Personnel Register with Salary Payment details

(vi) House Keeping & Maintenance Register

(vii) Complaints and Suggestion Register

- Capacity building programme of the state managing the shelter should be carried out to sensitize them towards the needs of the homeless so that they are able to empathize with their problems and are able to treat them with respect and dignity.

Additionally, to ensure the deliverance of quality services,an inception workshop maybe held in the beginning of the iremployment followed with experience sharing workshops conducted once every 6 months among all the shelter state in the city.

- Each shelter should prominently display the rights and responsibilities of the residents

## 7. Staff/team & their roles for each Shelter

| **Position** | **Roles & responsibilities** | |
|---|---|---|
| Shelter Manager | Overall, in charge of shelter facilities & resident related services, Maintenance of all records<br>Identify resident's needs- Health, employment needs, training needs, social security needs, to organize health checkups& Counseling services, Follow up of | |

| | | |
|---|---|---|
| | the advices given by Doctor/Counselor provided to residents, to organize rehabilitation & repatriation of residents, arranging awareness programs, monitor food supply to residents, coordinate with government departments to get the benefits for the residents, Preparation of monthly reports & planning, attend Namma mane ne staff review meetings. Reporting to BBMP, visit BBMP offices | |
| Care taker 1 to 3<br>(Three care takers will be hired & they need to work for eight hours and in shifts) | Make admissions of residents, maintain their individual files, talk to them and collect basic information about the person's background, issue of kits and maintain records. Maintain peace in the shelter, conduct shelter level committee meetings, monitor food & water supply arrangements to residents, organize cultural activities/festivals/birthdays of residents talk to residents on their problems & report to Shelter Manager. Assist Shelter Manager in day today work, maintain attendance register of residents, First aid box, administration of medicines if a resident is sick, take him to doctor, etc. Maintenance of cleanliness in shelter including getting bed sheets/blankets washed, maintenance of shelter like getting the leaking pipes/taps repaired, etc | |
| Care taker 2 | ----------Same as above---------- | |
| Care taker 3 | ----------Same as above---------- | |
| Field Coordinator | Make field visits in the radius of 2Kms radius to identify homeless on streets, motivating them to make use of shelter services, to arrange rescues in case old/sick people, maintain records of the same. Assist PM in her/his works | |
| Cleaning staff | Cleaning of floor, grounds, wash rooms in every day, if required twice in a day. | |
| Security | To prevent entry of outsiders, assist care takers in case of alcoholic residents from creating troubles in the shelter, To maintain outgoing and incoming details of the Residents in every day. | |

**1.1. Location:**

**BBMP South Zone**

**1. Hombegowdanagar Shelter**

**2. Hanumathanagar Nagar Shelter**

**3. Pattabhiramanagar Shelter**

**2. Data, Services and Facilities to be provided by the Client**

BBMP will endeavor to provide all the necessary data and available documentation related to Operation & Maintenance of 24x7 urban homeless shelters details. The contact details of concerned officials will be provided.

## 3. Composition of Review Committee to Monitor Consultants Work

The NGO work shall be periodically reviewed by the BBMP and Review Committee consisting following members;

1. Joint Commissioner, South Zone, BBMP
2. Deputy Commissioner
3. Welfare Officer
4. Community Affairs Officer,

## 4. Procedure for Review of Progress Reports, Inception, Status and Final Reports

Following reports and documents are part of the project which is to be furnished by the NGO periodically;

| Sl. no | Reports Type | Time frame from the date of award of work |
|---|---|---|
| 1 | Inception report– (Opening of working office at concerned district/package, Deployment of Staff as per RFP, Action Plan/ Specific work plan & Methodology, analytical information of the concern district and Slums etc. | 30 days |
| 2 | Monthly Progress Report | By 5th of every month |
| 3 | Final Report | Completion of Projects- Year end |
| 4 | Process documentation inclusive of video documentation, Case studies, learning and feedback | Final |

**Contents of Reports**

a. Action Plan
- Inception report
- Methodology
- Timeframe and deliverables
- Financial implication

b. Monthly Progress Reports
- Every day with in 10am should be upload all informations and Residents Photos in SAVIOUR App Provided by BBMP.
- Reporting achievement against targets with timeframes as committed in the approved Action Plan

- Reporting monitoring indicators for output and outcome in a phase wise manner
- Survey details
- Reporting problems, constraints and issues faced during the project implementation
- Progress report as per the action plan.

c. Final Report
- Compiled report on process documentation of overall project
- Video documentation of program
- All the deliverables as specified in task outline
- Success Story/Case studies.

Note: the formats of the above specified reports shall be got approved before its submission

5. **List of Key Professional Positions whose CV and Experience would be Evaluated**. The minimum required experience of proposed key staff is:

| **Position** | **Qualifications and Experience** |
|---|---|
| Shelter Manager | 1. Bachelor's degree Social Sciencesor Masters in Social Work/ Social Science<br>2. Not less than 5 years of experience in a responsible position in carrying out with similar activities in urban areas (Urban poor) and the field of education, health, community mobilization, poverty alleviation in Karnataka 3. Conducting trainings program and Social mobilization experience with Urban poor.<br>4. Experience in Karnataka state and knowledge of Kannada language is essential (Read, Write and Speak)<br>5. Computer Skill is Must. |
| Caretaker | 1.PUC or Bachelor of Social Work or Bachelor's degree in Social Sciences<br>2. Not less than 3 years of experience in carrying out with similar development projects in the field of education, health, community mobilization, poverty alleviation.<br>3. Experience in Karnataka state and knowledge of Kannada language is essential (Read, Write and Speak) |
| Supporting Staff | As required |

# SECTION 6: CONTRACT FOR CONSULTANT'S SERVICES

**between**

_____

**[Name of Client]**

**and**

_____

**[Name of Consultants]**

**Dated:**

# I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the …….. day of the month of ……., 2025, between, on the one hand, Joint Commissioner, BBMP, having its office at……., Bangalore 560011.(hereinafter called the "Client") and, on the other hand, Secretary, …… .(hereinafter called the "NGO").

**WHEREAS**

a. the Client has invited form the eligible Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
b. the Consultants, being the preferred consultant proving that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract; and

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

   a. The General Conditions of Contract (hereinafter called "GC");
   b. The Special Conditions of contract (hereinafter called "SC");
   c. The following Appendices:

      Appendix A: Description of the Services

      Appendix B: Reporting Requirements

      Appendix C: Key Personnel and Sub-consultants

      Appendix D: Duties of the Client

      Appendix E: Operational Guidelines-NULM Document

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract; in particular:
   a. **M/s……** , **Shelter:**……. shall carry out the Services in accordance with the provisions of the Contract; and
   b. The Client shall make payments of **Rs……..** (Rupees….. only) to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF [NAME OF THE CLIENT]

By

(Authorized Representative)

FOR AND ON BEHALF OF [NAME OF THE NGO]

By

(Authorized Representative)

## II. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

#### 1.1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

"Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

a. "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
b. “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1
c. “Contract Price” means the price to be paid for the performance of the Services, in accordance with Clause 6;
d. "GC" means these General Conditions of Contract;
e. "Government" means the Government of Karnataka;
f. "Local currency" means Indian Rupee;
g. "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; ‘Member in Charge’ means the entity specified in the SC to act on their behalf in exercising all the Consultants’ rights and obligations towards the Client under this Contract.
h. "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;
i. "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and ‘key personnel’ means the personnel referred to in Clause GC4.2 (a)
j. "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;
k. "Services" means the work to be performed by the Consultants pursuant to

this Contract as described in Appendix A; and

l. "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

m. 'Third party" means any person or entity other than the Government, the Client, the Consultants, or a Sub-Consultant.

1.2. **Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3. **Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4. **Notices**

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5. **Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6. **Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

1.7. **Taxes and Duties**

The Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

**Commencement, Completion, Modification and termination of Contract**

1.8. **Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

1.9. **Commencement of Services**

The Consultants shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

1.10. **Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

1.11. **Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

1.12. **Force Majeure**

1.12.1. **Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

1.12.2. **No Breach of Contract**

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

1.12.3. **Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

1.12.4. **Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract.

1.13. **Suspension**

The Client may by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including the carrying out of the

Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

1.14. **Termination**

1.14.1. **By the Client [BBMP]**

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

a. if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;
b. if the Consultants (or any of their Members) become insolvent or bankrupt;
c. if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
d. if the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

e. if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

1.14.2. **By the Consultants**

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

a. if the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

b. if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

c. if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

1.14.3. **Cessations of Rights and Obligations**

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

i. such rights and obligations as may have accrued on the date of termination or expiration;

ii. the obligation of confidentiality set forth in Clause GC 3.3 hereof;

iii. the Consultants' obligations to permit inspection, copying and auditing of their accounts and records set forth in Clause GC3.5 (ii) hereof; and

iv. any right which a Party may have under the Applicable Law.

1.14.4. **Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.8 and GC 3.9.

1.14.5. **Payment upon Termination**

Upon termination of this Contract pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Client shall make the following payments to the Consultants (after offsetting against these payments any amount that may be due from the Consultant to the Client)):

a. remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination;
b. reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination;

and

c. except in the case of termination pursuant to paragraphs (a) through (b) of Clause GC 2.7.1 hereof, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

1.14.6. **Disputes about Events of Termination**

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GC 2.7.1 or in Clause GC 2.7.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause GC 7 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

## 2. Obligations of the Consultants

### 2.1. General

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-consultants or Third Parties.

### 2.2. Conflict of Interests

### 2.2.1. Consultants Not to Benefit from Commissions, Discounts, etc.

The remuneration of the Consultants pursuant to Clause GC 6 hereof shall constitute the Consultants' sole remuneration in connection with this Contract or the Services and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Consultants shall use their best efforts to ensure that any Sub-consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

2.2.2. **Procurement Rules of Funding Agencies**

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in

the exercise of such procurement responsibility shall be for the account of the Client.

2.2.3. **Consultants and Affiliates Not to engage in Certain Activities**

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultants, as well as any Sub-consultant and any entity affiliated with such Sub-consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

2.2.4. **Prohibition of Conflicting Activities**

The Consultants shall not engage, and shall cause their Personnel as well as their Sub-consultants and their Personnel not to engage, either directly or indirectly, in any of the following activities:

a. during the term of this Contract, any business or professional activities in GOK/KSDB which would conflict with the activities assigned to them under this Contract; and
b. After the termination of this Contract, such other activities as may be specified in the SC.

2.3. **Confidentiality**

The Consultants, their Sub-consultants and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

2.4. **Insurance to be Taken Out by the Consultants**

The Consultants (i) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage's, as shall be specified in the SC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums there for have been paid.

2.5. **Accounting, Inspection and Auditing**

The Consultants (i) shall keep accurate and systematic accounts and records in respect of the Services, hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof (including such bases as may be specifically referred to in the SC); (ii) shall permit the Client or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make

copies thereof as well as to have them audited by auditors appointed by the Client.

2.6. **Consultants' Actions Requiring Client's Prior Approval**

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

a. entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract; and
b. appointing such members of the Personnel as are listed in Appendix C ("Consultants' Sub-consultants' Key Personnel") merely by title but not by name;
c. any other action that may be specified in the SC.

2.7. **Reporting Obligations**

The Consultants shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

2.8. **Documents Prepared by the Consultants to Be the Property of the Client**

All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultants for the Client under this Contract shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents and software, if any, shall be specified in the SC.

2.9. **Equipment and Materials Furnished by the Client**

Equipment and materials made available to the Consultants by the Client, or purchased by the Consultants with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and the same to be handed over to the clients. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

3. **Consultants' Personnel and Sub-consultants**

3.1. **General**

The Consultants shall employ and provide such qualified and experienced Personnel and Sub-consultants as are required to carry out the Services.

3.2. **Description of Personnel**

a. The titles, agreed job descriptions, minimum qualification and estimated periods of engagement in the carrying out of the Services of each of the Consultants' Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the clients his/her name is listed as well.

b. If required to comply with the provisions of Clause GCC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultants by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.

c. If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract.

3.3. **Approval of Personnel**

The Key Personnel and Sub-consultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

3.4. **Working Hours, Overtime, Leave, etc**.

a. Working hours and holidays for Key Personnel are set forth in Appendix C.
b. The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultants' remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultants who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

3.5. **Removal and/or Replacement of Personnel**

a. Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.
b. If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds there for, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
c. Any of the Personnel provided as a replacement under Clauses (a) and (b) above, the rate of remuneration applicable to such person and shall be subject to the prior written approval by the Client. Except as the Client may otherwise agree, (i) the Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

3.6. **Resident Shelter Manager**

If required by the SC, the Consultants shall ensure that at all times during the Consultants' performance of the Services a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

4. **Obligations of the Client**

4.1. **Assistance and Exemptions**

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

a. issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
b. assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
c. provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.

4.2. **Access to Land**

The Client warrants that the Consultants shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting

from such access and will indemnify the Consultants and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultants or any Sub-consultant or the Personnel of either of them.

4.3. **Services, Facilities and Property of the Client**

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof pursuant to Clause GC 6.1(c) hereinafter.

4.4. **Payment**

In consideration of the Services performed by the Consultants under this Contract, the Client shall make to the Consultants such payments and in such manner as is provided by Clause GC 6 of this Contract. Mutually agreed upon receipt of such reports and acceptance of the by client.

5. **Payments to the Consultants**

5.1. **Cost Estimates; Ceiling Amount**

a. An estimate of the cost of the Services payable in local is set forth in Appendix E.
b. Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings specified in the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.
c. Notwithstanding Clause GC 6.1(b) hereof, if pursuant to clauses GC 5.3, 5.4 hereof, the Parties shall agree that additional payments, shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

5.2. **Remuneration and Reimbursable Expenditures**

a. Subject to the ceilings specified in Clause GC 6.1(b) hereof, the Client shall pay to the Consultants (i) remuneration as set forth in Clause GC 6.2(b), and (ii) reimbursable expenditures as set forth in Clause GC 6.2(c). If specified in the SC, said remuneration shall be subject to price adjustment as specified in the SC.
b. Remuneration for the Personnel shall be determined on the basis of time

actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and Clause SC 2.3 (or such other date as the Parties shall agree in writing) at the rates referred to, and subject to such additional provisions as are set forth, in the SC.

c. Reimbursable expenditures actually and reasonably incurred by the Consultants in the performance of the Services, as specified in Clause SC 6.2(c).

5.3. **Currency of Payment**

All payments (Remuneration and Reimbursable) shall be made in Indian Rupees.

5.4. **Mode of Billing and Payment**

Billing and payments in respect of the Services shall be made as follows:

a. The Client shall cause to be paid to the Consultants an advance payment as specified in the SC, and as otherwise set forth below. The advance payment will be due after provision by the Consultants to the Client of a bank guarantee by a bank acceptable to the Client in an amount specified in the SC, such bank guarantee (i) to remain effective until the advance payment has been fully set off as provided in the SC, and (ii) to be in the form set forth in Appendix F hereto or in such other form as the Client shall have approved in writing.

b. As soon as practicable and not later than fifteen (15 days) after the end of each calendar month during the period of the Services, the Consultants shall submit to the Client, in duplicate, itemized statements, accompanied by copies of receipted invoices, vouchers and other appropriate supporting materials (wherever the reimbursable expenditure is as per actual), of the amounts payable pursuant to Clauses GC 6.3 and 6.4 for such month. Each monthly statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenditures.

c. The Client shall cause the payment of the Consultants within sixty (60) days after the receipt by the Client of bills with supporting documents (if required). Only such portion of a monthly statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultants, the Client may add or subtract the difference from any subsequent payments. Interest at the rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.

d. The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultants and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90)-day period, gives written notice to the Consultants specifying in

detail deficiencies in the Services, the final report or final statement. The Consultants shall thereupon promptly make any necessary corrections, and upon completion of such corrections, the foregoing process shall be repeated. Any amount which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract shall be reimbursed by the Consultants to the Client within thirty (30) days after receipt by the Consultants of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

e. All payments under this Contract shall be made to the account of the Consultants specified in the SC.

6. **Settlement of Disputes**

6.1. **Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

6.2. **Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

**i. Arbitration clause –**

Any dispute arises from and out of this contract, shall be referred to the Principal Secretary, Housing Department, Government of Karnataka, who will be the sole Arbitrator shall be binding on both the parties and shall not be questioned in any Court of Law.

## III. SPECIAL CONDITIONS OF CONTRACT

| Number of GC Clause | Amendments of, and Supplements to, Clauses in the General Conditions of Contract |
|---|---|
| 1.1 (h) | Member in Charge – Not applicable as Joint Venture, if permitted prior permission by the BBMP |
| 1.4.1 | Notices<br>Client:<br>Joint Commissioner,<br>Bruhat Bangalore Mahanagara Palike<br>Office of the Joint Commissioner (South), welfare Department,<br>Jayanagar 2nd Block, Bangalore.560011<br><br>Attention: ……..<br>Telephone: +91 80 26579783..<br>Email:sjsry.south.bbmp@gmail.com<br><br>NGO**: ……**<br><br>Attention:<br>Telephone:<br>Fax ,<br>Email: |
| 1.4.2 | Notice shall be deemed to be effective as follows:<br><br>a. In the case of personal delivery or registered mail, on delivery;<br>b. In the case of email, 24 hours following confirmed transmission;<br>c. In the case of telegrams, 24 hours following confirmed transmission and<br>d. In case of facsimiles, 24 hours following confirmed transmission |
| 1.6 | Authorized Representative are:<br><br>**For the Client**: Joint Commissioner,<br>Bruhath Bangalore Mahanagara Palike<br>Office of the Joint Commissioner (South),<br>Jayanagar 2nd Block, Bangalore.560011<br><br>Telephone: +91 80 26579783..<br>Email:sjsry.south.bbmp@gmail.com<br><br>For the NGO: Secretary,<br><br>**M/s……** |
| 1.7.1 | **Taxes and Duties:**<br>The consultants shall pay the taxes, duties; fees, levies and other |

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| | impositions levied under the existing laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed. Any revision in the Taxes and Duties will be the responsibility of the Client. |
| 1.7.2 | However, the Consultancy Services tax payable for providing this Consultancy Services shall be paid by the Consultant. |
| 2. | **Period of Contract**<br><br>Commencement of the programme begins with ……..on signing of agreement /contract for 12 calendar months and will be completed on …….. [as mentioned in G.C. 2.3 clause] |
| 2.1 | **Effectiveness of Contract:**<br>Contract shall come into effect is from the date of issue of Work Order. |
| 2.2 | **Commencement of Services:**<br>The work shall be commenced within 10 days from the date of issue of Work Order and NGO's must attend and participate in all the meeting convened by the BBMP. |
| 2.3 | **Expiration of Contract:**<br><br>A total Contract Period of 1 Year from the date of signing of the contract. |
| 2.7 | **Termination**:<br>As explained in the G C 2.7.1 (d) if the Consultant is engaged in corrupt and fraudulent practices it should be black-listed and informed to all Departments, Government of Karnataka and published in the concerned websites. EMD shall be forfeited.<br>If NGO's tasks assigned by the BBMP are not completed on scheduled time, the concerned will be terminated accordingly. |
| 2.7.2 | As explained in (2.7.2) of G C i.e., Paragraphs (‘a’ to ‘c’) no penalty is required to impose on the Consultant; apart from paragraphs (‘a’ to ‘c’) when termination of contract by Consultant occurs, it should be penalized to the extent of 10% of the total budget sanctioned to a particular Consultant, soon after remittance of the penal charge Earned Money Deposit (EMD) shall be released. |
| 3.4 | **The risks and the coverage shall be as follows:**<br><br>a. Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988 in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub-consultants or their Personnel for the period of consultancy.<br>b. Third Party liability insurance with a minimum coverage, of Rest.1 % lakhs for the period of consultancy.<br>c. Professional liability insurance, with a minimum coverage equal to |

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| | estimated remuneration and reimbursable. Not Applicable<br>d. Client's liability and workers' compensation insurance in respect of the Personnel of the Consultants and of any Sub-consultant, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and<br>e. Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.] |
| 3.6 © | Not Applicable, |
| 3.8 | The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client. |
| 3.9 | Equipment and Materials furnished by the Client: Nil<br><br>The required equipment and materials are to be procured by the Consultant |
| 4.6 | Resident Shelter Manager shall work in the capacity of Resident Project Manager |
| 6.1 (b) | The ceiling amount of contract is to be Assessed by the Client |
| 6.2 | Expenditure shall be included in budget attached to the agreement not exceeding the ceiling amount as mentioned in the budget attached to this agreement. All mode of payments between Client and Consultants are to be centralized i.e in Joint Commissioneer's Office, BBMP South Zone , Bangalore. |
| 6.2 (a) | No price escalation admissible under this agreement. |
| 6.2 (b) & (c) | Remuneration and Reimbursable Expenditure: Shall be included in the Quoted Cost |
| 6.4 (a) | **Payment**:<br><br>**Shelter Name ……..…)**<br><br>**Entrusted Amount Rs. ……..……**<br>**The payment for the respective NGO will be pay every month with in the 10th . Based on submitting relevant progress report.**<br>EMD will be released soon after the submission of Final / successful Completion of Programme. |
| 6.4 (e) | The payment against the agreed Lump Sum Cost will be made for the tasks completed as per the Financial Proposals<br><br>The payment will be made by Cheque or through On-Line RTGS as mentioned in S.C. 6.4 (a) and soon after timely submission of Monthly progress reports /statements and related documents deemed accepted and approved by the Client. |

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| 7.2 | Disputes shall be settled by arbitration in accordance with the following provisions |
| 7.2.1 | **Rules of Procedure;**<br><br>Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India |
| 7.2.2 | **Substitute Arbitrators**<br><br>If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator. |
| 7.2.3 | **Qualifications of Arbitrators**<br><br>The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2.1 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute |
| 8.00 | **Penalties:**<br><br>The penalty will be laid for not achieving the specified tasks within the stipulated time frame and also for non submission of periodical reports viz., Inception Report, Monthly, Quarterly and Final Reports, etc.,<br><br>a. For not achieving Tasks, Full task amount will be deduct,<br>b. For non submission of progress reports in time Rs. 250/- per day.<br>c. For substandard, incorrect, nonfactual, fabricated reports Rs. 2000/- |

**NOTE**:

- Joint Commissioner/ Committee Member-BBMP should qualify/ disqualified NGO's are cancelation of Tender without any reasons.
- The Participate NGO must and should know reading, writing in Kannada language, we are given first preference to local NGO's